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6 UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA  
7

8 OHAN MANOUKIAN, an Individual;  
and NORA MANOUKIAN, an  
Individual,  
9

Plaintiffs,  
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vs.

11 VITO A. LONGO, an Individual;  
EQUIPMENT MANAGEMENT  
12 TECHNOLOGY, a Nevada  
Corporation; VERDE ACRES, LLC, a  
13 Nevada Limited Liability Company;  
DOE DEFENDANTS 1 through 10; and  
14 ROE ENTITIES 1 through 10,  
15

Defendants.  
16

CASE NO.: 2:09-CV-01334-PMP-PAL

17 STIPULATED PARTIAL JUDGMENT  
18 (AGAINST VERDE ACRES, LLC)

19 COME NOW, Plaintiffs OHAN MANOUKIAN and NORA MANOUKIAN, by and  
20 through their attorney, R. DUANE FRIZELL, ESQ. of the law firm CALLISTER & FRIZELL;  
21 and Defendant VERDE ACRES, LLC, by and through its attorney, LUIS AYON, ESQ. of the  
22 law firm FOX ROTHSCHILD, LLP, and do hereby tender to the Court this Stipulated Partial  
23 Judgment (Against Verde Acres, LLC). In this connection, these Plaintiffs and this Defendant  
24 (the "Parties") hereby stipulate and agree that partial judgment in this action should be rendered  
25 as follows:  
26

- 27 1. Plaintiffs have valid claims against Defendant Verde Acres, LLC, as set forth in  
28 Plaintiffs' live pleadings.

2. Partial Judgment shall be rendered for Plaintiffs and against *Defendant Verde Acres, LLC* in the following amounts:

Promissory note principal: \$425,000.00

Interest on the note: \$130,965.00

**Total: \$555,965.00**

3. The Partial Judgment shall allow post-judgment interest to accrue at the rate of 5.00% per year.

4. The Partial Judgment shall provide that Plaintiffs, and each of them, shall be jointly entitled to the Total above as well as to any and all post-judgment interest thereon.

5. The Partial Judgment shall provide that Plaintiffs and Defendant Verde Acres, LLC (and each of them) shall bear and be responsible for their own attorney fees and court costs.

6. The Parties stipulate and agree that pursuant to FRCP 54(b), there is no just reason for delay and that the Partial Judgment shall provide that it is a final judgment as to these Parties, adjudicating all claims and all issues between Plaintiffs and Defendant Verde Acres, LLC.

7. The Parties stipulate and agree that, by entering into this Stipulated Partial Judgment, Plaintiffs do not waive their right to seek non-dischargeability of the Partial Judgment amount in any bankruptcy case Verde Acres, LLC may file. The parties agree that in the event Verde Acres, LLC files a bankruptcy petition, Plaintiffs may seek non-dischargeability of the Partial Judgment in such bankruptcy case or cases based upon the underlying facts of this matter. The Parties stipulate and agree that by entering into this Partial Judgment, Plaintiffs do

1 not waive any claims they currently have against Verde Acres, LLC unless and  
2 until Verde Acres, LLC has paid the Partial Judgment to Plaintiffs in full. The  
3 Parties further stipulate and agree that no payments Verde Acres, LLC has made  
4 (or will make) to Plaintiffs under the Partial Judgment are avoidable under any  
5 term of Title 11 of the United States Code; neither are they subject to return to  
6 Verde Acres, LLC or the Verde Acres, LLC's bankruptcy estate under any term  
7 of Title 11 of the United States Code. The Parties stipulate and agree that  
8 Plaintiffs may contest the dischargeability of the Partial Judgment on any  
9 grounds, including without limitation the grounds of fraud, and that in any  
10 bankruptcy proceeding, Plaintiffs shall not be barred from contesting  
11 dischargeability on the basis of any statute of limitations. To this end, the Parties  
12 stipulate and agree that the statutes of limitations for any grounds to contest  
13 dischargeability in bankruptcy are hereby expressly waived by Defendant Verde  
14 Acres, LLC, and that such statutes of limitations shall be tolled up to and  
15 including the date and time that Verde Acres, LLC files for bankruptcy. The  
16 Parties stipulate and agree that if Plaintiffs prevail in any non-dischargeability  
17 action against Verde Acres, LLC, Plaintiffs shall recover from the non-prevailing  
18 party that filed for bankruptcy their reasonable attorney fees and court costs that  
19 they incurred in the non-dischargeability action.  
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- 22 8. This Stipulated Partial Judgment shall not be construed to be a waiver or  
23 adjudication of any of Plaintiffs' claims against any individual or entity that is not  
24 a party to this Stipulated Partial Judgment, including without limitation  
25 Defendants Equipment Management Technology and Vito A. Longo.  
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3 9. The Partial Judgment shall provide that any and all relief not specifically granted  
4 in the Partial Judgment with respect to claims and issues involving Plaintiffs and  
5 Defendant Verde Acres, LLC shall be DENIED.

6 IT IS SO STIPULATED.

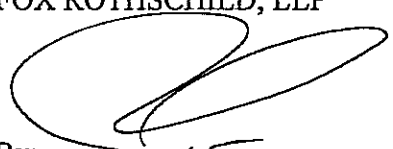
7 Dated: January 31, 2011

8 CALLISTER & FRIZELL

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10  
11 By:   
12 R. DUANE FRIZELL, ESQ.  
13 Nevada Bar No. 009807  
14 8275 S. Eastern Ave., Ste. 200  
15 Las Vegas, Nevada 89123  
16 *Attorneys for Plaintiffs*

Dated: January 31, 2011

FOX ROTHSCHILD, LLP

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10  
11 By:   
12 LUIS AYON, ESQ.  
13 Nevada Bar No. 009752  
14 3800 H. Hughes Pkwy., #500  
15 Las Vegas, Nevada 89169  
16 *Attorneys for Defendants*

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4 **PARTIAL JUDGMENT**

5 Based on the foregoing stipulation of the Plaintiffs and Defendant Verde Acres, LLC,  
 6 and the pleadings and papers on file with the Court Clerk, the Court finds good, just, and  
 7 sufficient cause for rendering a Partial Judgment in accordance with the terms of the Parties'  
 8 stipulation.

9  
 10 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

11 1. Plaintiffs have valid claims against Defendant Verde Acres, LLC, as set forth in  
 12 Plaintiffs' live pleadings.

13 2. Judgment is hereby rendered for Plaintiffs and against *Defendant Verde Acres,*  
 14 *LLC* in the following amounts:

15 Promissory note principal: \$425,000.00

16 Interest on the note: \$130,965.00

17  
 18 **Total: \$555,965.00**

19 3. Post-judgment interest shall accrue at the rate of 5.00% per year.

20 4. Plaintiffs, and each of them, shall be jointly entitled to the Total above as well as  
 21 to any and all post-judgment interest thereon.

22 5. Plaintiffs and Verde Acres, LLC (and each of them) shall bear and be responsible  
 23 for their own attorney fees and court costs.

24 6. Pursuant to FRCP 54(b), the Court hereby expressly determines there is no just  
 25 reason for delay and that the Partial Judgment is a final judgment as to these  
 26  
 27  
 28

1 Parties, adjudicating all claims and all issues between Plaintiffs and Defendant  
2 Verde Acres, LLC.

- 3 7. By entering into this Stipulated Partial Judgment, Plaintiffs do not waive their  
4 right to seek non-dischargeability of this Partial Judgment amount in any  
5 bankruptcy case Verde Acres, LLC may file. In the event Verde Acres, LLC files  
6 a bankruptcy petition, Plaintiffs may seek non-dischargeability of the Partial  
7 Judgment in such bankruptcy case or cases based upon the underlying facts of this  
8 matter. By entering into this Stipulated Partial Judgment, Plaintiffs do not waive  
9 any claims they currently have against Verde Acres, LLC unless and until Verde  
10 Acres, LLC has paid the Partial Judgment to Plaintiffs in full. No payments  
11 Verde Acres, LLC has made (or will make) to Plaintiffs under this Partial  
12 Judgment are avoidable under any term of Title 11 of the United States Code;  
13 neither are they subject to return to Verde Acres, LLC or the Verde Acres, LLC's  
14 bankruptcy estate under any term of Title 11 of the United States Code. Plaintiffs  
15 have preserved their right to prove the non-dischargeability of the Partial  
16 Judgment in the event Verde Acres, LLC files for bankruptcy. In such a case,  
17 Plaintiffs may contest the dischargeability of the Partial Judgment on any  
18 grounds, including without limitation the grounds of fraud, and in any bankruptcy  
19 proceeding, Plaintiffs shall not be barred from contesting dischargeability on the  
20 basis of any statute of limitations. To this end, the statutes of limitations for any  
21 grounds to contest dischargeability in bankruptcy are hereby expressly waived by  
22 Verde Acres, LLC, and such statutes of limitations shall be tolled up to and  
23 including the date and time that Verde Acres, LLC files for bankruptcy. If  
24 Plaintiffs prevail in any non-dischargeability action against Verde Acres, LLC,  
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1 Plaintiffs shall recover from the non-prevailing party that filed for bankruptcy  
2 their reasonable attorney fees and court costs that they incurred in the non-  
3 dischargeability action.

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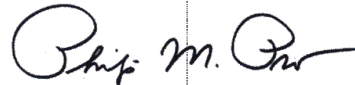
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8 8. This Partial Judgment shall not be construed to be a waiver or adjudication of any  
9 of Plaintiffs' claims against any individual or entity that is not a party to this  
10 Partial Judgment, including without limitation Defendants Equipment  
11 Management Technology and Vito A. Longo.

12 9. Any and all relief not specifically granted in this Partial Judgment with respect to  
13 claims and issues involving Plaintiffs and Verde Acres, LLC is hereby DENIED.

14 IT IS SO ORDERED.

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16 PHILIP M. PRO  
17 UNITED STATES DISTRICT JUDGE

18 DATED: February 1, 2011. \_\_\_\_\_

19 CASE NO.: 2:09-CV-01334-PMP-PAL

20 Submitted by:

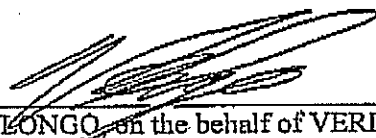
21 CALLISTER & FRIZELL

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23 By: \_\_\_\_\_  
24 R. DUANE FRIZELL, ESQ.  
25 Nevada Bar No. 009807  
26 8275 S. Eastern Ave., Ste. 200  
27 Las Vegas, Nevada 89123  
28 Attorneys for Plaintiffs


20F2VERIFICATION

STATE OF NEVADA )  
 ) ss.  
 COUNTY OF CLARK )

I, VITO A. LONGO, on the behalf of VERDE ACRES, LLC, do hereby swear and affirm under penalty of perjury that the assertions in this Stipulated Partial Judgment are true; that I have read this entire Stipulated Partial Judgment (Against Verde Acres, LLC) and know the contents thereof; that I have obtained counsel on the behalf of VERDE ACRES, LLC to review the contents of this Stipulated Partial Judgment and have conferred with counsel, who has advised us as to such contents; that VERDE ACRES, LLC is voluntarily entering into this Stipulated Partial Judgment of its own free will and choice; that I have authority to bind VERDE ACRES, LLC in this Stipulated Partial Judgment.

  
 VITO A. LONGO on the behalf of VERDE ACRES, LLC

Subscribed and sworn to before me  
 in person this 31 day of January, 2011.

  
 NOTARY PUBLIC in and for  
 Said State and County

